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**STATE OF WISCONSIN**

**DEPARTMENT OF PUBLIC INSTRUCTION**

AmeriCorps Farm to School Program

2017-2018 Host Site Contract

This contract to carry out the AmeriCorps Farm to School Program (“Contract”) is made and entered into by and between the State of Wisconsin Department of Public Instruction (“DPI”), and **Host Site** (“Contractor”). Individually and collectively, the parties are referred herein as a (“Party”) or (‘Parties”), respectively.

In consideration of their mutual promises and other good and valuable consideration, the DPI and the Contractor agree as follows:

1. PURPOSE. The purpose of this Contract is to set forth the terms and conditions for the parties to help implement and carry out the AmeriCorps Farm to School Program. The goal of the program is to increase the availability and consumption of healthy, locally grown foods in schools and to provide nutrition education in the schools.

1. SCOPE OF PROJECT; OBLIGATIONS OF THE PARTIES. The Contractor agrees to provide the services as outlined. Except as otherwise provided in this Contract, each Party agrees to provide all necessary personnel, equipment, materials and other resources needed to complete the project.

1. Contract Correspondence. Unless agreed upon otherwise, Contractor shall direct all correspondence to: Ms. Jessica Sharkus, RDN, CD, Director-School Nutrition Team, Wisconsin Department of Public Instruction, 125 South Webster Street, Madison, Wisconsin 53704.
2. Contractor Obligations. The Contractor shall:
3. Identify an onsite supervisor who will meet at least once per week with each AmeriCorps Member, help to track program progress and provide assistance and advice.
4. Assist with the recruitment and hiring of AmeriCorps Members for the site.
5. Contribute **$2,800.00** annually for each half-time AmeriCorps Member, and **$6,200.00** for each full-time AmeriCorps Member for a total of **$XX**. These funds will be used as cash match for the program. Note: It is a federal requirement that other federal funds can be used as match toward AmeriCorps program only if the other federal funder has approved use of their funds as match to federal AmeriCorps program.
6. Participate in AmeriCorps host-site training provided by the DPI.
7. Participate in update calls with Program Director to update on program implementation, successes and challenges.
8. Verify each Member’s time sheets every pay period.
9. Work closely with Members, teachers and site leadership to ensure the work of the Members is meeting the expectations and priorities of the program.
10. Provide program orientation regarding expectations, priorities and objectives of AmeriCorps Farm to School Members to other staff, stake holders, and community members.
11. Provide orientation, workspace, basic office supplies and access to phone, computer and internet to the AmeriCorps Members.
12. Assist with the creation or continuation/expansion of an advisory council of local community volunteers and target populations to provide guidance for Farm to School through AmeriCorps Members at Contractor’s site. Volunteers could include teachers, professors, local food organizations, WI physical, activity & nutrition counselors, PTO/PTA organizations, UW Extension agents, local government, chambers of commerce, civic organizations, interested citizens and parents, school board members and farmers.
13. Participate in evaluative surveys and other methods of feedback.
14. Complete a program continuation request by June 1, 2017. This will be submitted to the DPI and will address program successes, challenges and opportunities for further development in the 2017-2018 service year.
15. Department Supportive Services. Beginning August 15, 2017, the DPI shall provide supportive services for **Number of Members, Position Title(s)** to include: AmeriCorps and program specific training, payment of living allowance, reimbursement of some travel expenses, and other technical assistance to help ensure successful implementation of the program. Each half-time AmeriCorps Member will provide 900 hours of service to this project. Community outreach members will help the site source locally grown, healthy foods for the schools involved in the project, recruit and leverage volunteers, and promote programming at community events. Nutrition education members will help develop and/or implement nutrition education to students in the involved schools and maintain and develop gardens. By July 1, 2018, the DPI will update the Contractor on the program’s funding and the status of the Contractor’s continuation request.
16. REQUIRED REPORTS. The Contractor shall track time and other in-kind match sources for the project and submit this data to the DPI on January 5, 2018; April 5, 2018; July 5, 2018; and August 14, 2018. The Contractor shall complete and return any evaluation surveys developed for this project, provide feedback on performance and implementation and complete other reports, as needed to fulfill grant commitments.
17. CONTRACT TERM AND TERMINATION. The Contract term will be August 15, 2017 through August 14, 2018. The DPI may terminate the Contract at any time by delivering 30 days written notice to the Contractor. If the Contractor fails to fulfill in a timely and proper manner the Contractor's obligations under the Contract, or if the Contractor violates any material provision of this Contract, the DPI may terminate the Contract by giving written notice to the Contractor specifying the effective date of the termination.
18. UNDERSTANDING MEMBER AGREEMENTS. The Contractor agrees that it will become familiar with the terms of the Member Agreement, attached herein as Appendix A. Contractor agrees that it will not act in any matter or take any actions inconsistent with the Member Agreements.
19. REVIEW OF CONTRACT PERFORMANCE. DPI may review the Contractor's performance under the Contract, and may perform inspections and audits to determine performance. A review of performance may include a review of the level, quality and timeliness of performance, and other measures of performance under the Contract. DPI may also audit any invoices or claims for payment submitted to the DPI under the Contract.
20. PARTNERING. The Contractor may partner with other agencies to perform portions of the Contractor's obligations under the Contract only to the extent provided in the Contract, or as authorized in writing by the DPI.
21. LIABILITY. Each Party, including but not limited to situations involving joint liability, shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives, and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. It is not the intent of the Parties to impose liability beyond that imposed by state statutes. The obligations of a Party under this paragraph shall survive the expiration or termination of this Contract. Neither the State of Wisconsin, the DPI, nor any of its officers, agents or employees assumes any liability for the acts or omissions of the Contractor in carrying out this Contract, as provided by Wisconsin state law.
22. INDEPENDENT CONTRACTOR. The Contractor is an independent Contractor for all purposes, including workers’ compensation. This Contract does not establish an employer-employee relationship between the state and the Contractor.
23. ENTIRE CONTRACT; ADJUSTMENTS. This Contract, together with its attachments, mutually agreed upon work plans and any future amendments, shall constitute the entire Contract between the Parties and previous communications or Contracts between the Parties are hereby superseded. Any contractual revisions including payment adjustments and time extensions may be made only by a written amendment to this Contract, signed by all Parties prior to the ending date of this Contract.
24. NON-DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

It is against the law for organizations that receive federal financial assistance from the Corporation of National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases religion. It is also unlawful to retaliate against any person who, or organization that files, a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Office of Civil Rights and Inclusiveness

Corporation of National and Community Service

1201 New York Avenue, NW

Washington, DC 20525

1-800-833-3722 (TTY and reasonable accommodation line)

(202) 565-3465 (FAX); [eo@cns.gov](mailto:eo@cns.gov) (email)

1. ETHICS CODE. Pursuant to Wisconsin Statutes §19.42, if a state public official of an organization in which a state public official holds at least a 10% interest is a Party to this Contract, it is voidable by the state unless appropriate disclosure is made to Government Accountability Board, 212 East Washington Avenue, Madison, Wisconsin 53703 (telephone: 608-266-8005).
2. INCORPORATED DOCUMENTS. The following documents, and terms and conditions, are incorporated herein. If any terms and conditions conflict, the order of precedence is as set forth below:
3. Appendix A: Member Agreement
4. Appendix B: Department of Administration, DOA-3054A, Standard Terms and Conditions
5. ENTIRE CONTRACT; AMENDMENT; CHANGE IN PROJECT SCOPE. This Contract supersedes all prior and contemporaneous Contracts or understandings between the Parties and contain the entire expression of the Parties’ agreements, with respect to the subject matter of this Contract. The Parties may only modify this Contract by execution of a written amendment signed by both Parties. If DPI and Vendor collaboratively determine that a change in the scope of work or budget is necessary, DPI and Vendor will document the changes in writing and amend this Contract accordingly. DPI and Vendor shall sign the amendment before work outside the scope or budget begins.
6. NO WAIVER; NON-ASSIGNMENT. The waiver by either Party of a breach or violation of any provision of this Contract will not be deemed a waiver of any subsequent breach of the same or different provision. Any specific rights or remedy provided in the Contract will not be exclusive but will be cumulative of all other rights and remedies. This Contract shall not be assigned without DPI’s prior written approval.
7. APPLICABLE LAW. This Contract is governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this Contract. Venue for all actions resulting from this Contract shall be Dane County, Wisconsin.
8. SEVERABILITY. If a court or a governmental agency with proper jurisdiction determines that any provision of this Contract is invalid or unenforceable, this Contract shall be interpreted as if such invalid or unenforceable provision were not contained herein, and the remainder of this Contract shall remain in full force and effect.
9. NO STRICT CONSTRUCTION. The language used in this Contract shall be deemed to be language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction against the Parties shall apply to any term or condition of this Contract.
10. COUNTERPARTS; ELECTRONIC SUBMISSION. The Parties may evidence their Contract to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument. Unless otherwise agreed upon, it is the intent of the Parties that facsimile and electronic images of the signed Contract be construed as effective as the originals.

**PERFORMANCE CONTRACT**

Copies of this Contract shall be provided to the signatory Parties.

**In Witness Whereof,**

The Department of Public Instruction has executed this Contract which, when executed by the Parties, shall bind all Parties to the terms thereof.

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| --- | --- | --- |
| **Department of Public Instruction** |  | **Department of Public Instruction** |
|  |  |  |
| Authorized Signature |  | Authorized Signature |
| Brian Pahnke |  | Carolyn Jarrett |
| Name |  | Name |
| Assistant State Superintendent |  | Contract Specialist |
| Title |  | Title |
| Date |  | Date |

|  |
| --- |
| **Contractor/Host Site** |
|  |
| Authorized Signature |
|  |
| Name |
|  |
| Title |
| Date |

**APPENDIX A: MEMBER AGREEMENT**

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**MEMORANDUM OF AGREEMENT**

Between the

Wisconsin Department of Public Instruction

And **Member Name**

Based upon their mutual promises and other good and valuable consideration, the Department of Public Instruction (“DPI”) and **Member Name** agree as follows:

**I. PURPOSE**

It is the purpose of this agreement to delineate the terms, conditions, and rules of membership regarding the participation of **Member Name** (hereinafter referred to as the member) in the DPI Farm to School AmeriCorps Program (hereinafter referred to as the Program).

**II**. **MINIMUM QUALIFICATIONS**

The member certifies that he/she is a United States citizen, a United States national, or a lawful permanent resident alien and at least at least 18 years old (17, with written parental permission) and must be a legal resident of the United States.

**III. TERMS OF SERVICE**

A. The member’s term of service begins at the earliest on August 15, 2017,and ends at the latest on August 14, 2018. The Program and the member may agree, in writing, to extend this term of service for the following reasons:

1. The member’s service has been suspended due to compelling personal circumstances.
2. The member’s service has been terminated, but a grievance procedure has resulted in reinstatement.

B. The member will serve **Host Site** in the position of **Community Outreach Member/Nutrition Educator** under the supervision of **Host Site Supervisor** and will complete a minimum of 900 hours of service during the term stated above. A maximum of 20% of these hours may include training, education, or other similar approved activities. A maximum of 10% of the total hours may be spent in incidental service volunteering in community service unrelated to the goals stated in the grant. The incidental hours may not conflict with or be served in place of the member’s duties at the host site or the program’s team meetings, training sessions or other team activities. Prior approval must be obtained from the Program Manager and the Site Supervisor for incidental service. A supervisor at the incidental service site must sign the member time sheet to verify the accuracy of the hours served there. A maximum of 10% of the total hours may be spent in approved fundraising tasks.

| **Training**  **20% maximum**  HT: 180 hr max | **Citizenship &**  **Conflict Resolution** | **Direct**  **80% minimum**  HT: 720hr ***min*** | **Incidental**  **10% maximum**  HT: 90 hr max | **Fundraising**  **10% maximum**  HT: 90 hr max |
| --- | --- | --- | --- | --- |
| 1)Member Training: August 2017  2) Local Foods Summit – TBD  3) Host Site Training or sponsored events  4) Related webinars, training, classes  5) Monthly Member conference calls | The required citizenship and conflict resolution training done at an all-member meeting or via webinar | Any time serving in their member role including program planning & facilitation of core Farm to School activities: Education, Planning, Procurement, Volunteer Recruitment, Reporting. | Time volunteering outside for another organization that is not related to Farm to School program activities but is related to community development. | See Section VIII. |

C*.* The member understands that in order to successfully complete the term of service (as defined by the program and consistent with regulations of the Corporation for National and Community Service) and to be eligible for the education award, he/she must complete at least 900 hours of service and satisfactorily complete service training and the appropriate education/training that relates to the member’s ability to perform service (e.g. Conflict Resolution) and training sessions provided by the host site. In addition, the member may be required to attend the Program’s other scheduled member meetings, training sessions, and team community service projects. Absences from any training sessions or meetings must be excused by the Program Manager in advance. More than one unexcused absence from either the service site or meetings and training sessions may result in suspension from the program during which time the member will not receive the Living Allowance payment or accumulate hours towards completion of service. Repeated absences may result in termination from the program. Also, repeated tardiness and failure to call the site when unavoidably delayed, may result in suspension or release from the program.

**Allowable Service hours** are those which can be counted toward a member’s successful completion of the service term and eligibility for the education award. These hours primarily consist of activities which contribute toward the fulfillment of the member work plan, as agreed upon by the member and host site supervisor and approved by the Program Manager. Such hours may include research, planning, direct service and evaluation of a given activity, as well as travel time associated with activities held away from the regular placement site.

**Non-Allowable service hours** cannot be recorded or counted toward a member’s successful completion of the service term and include:

1. Any time spent on activities expressly prohibited by the Corporation of National and Community Service (outlined in section V).
2. Travel time to and from the member’s home to the regular placement site.
3. “Break” time, including time spent eating lunch. Members may only count time spent eating meals if the meal is part of a service-related meeting and/or activity. For example: if a member arrives at his/her service site at 8 am and leaves at 4 pm, but takes a 30 minute break for lunch, he/she may only enter 7.5 service hours in OnCorps for that day.

D. Timesheets are submitted on a bi-weekly basis in the OnCorps system. It is the responsibility of the member to ensure that all deadlines are met.

The following guidance outlines how members may categorize service hours in OnCorps.

1. **Fundraising:** used only for approved fundraising activities, as outlined in the Member Agreement.
2. **Project Training:** used only for activities scheduled by the AmeriCorps Farm to School Program or Serve Wisconsin. This includes regularly scheduled monthly conference call meetings. This includes workshops and conferences, usually held off-site. This does not include orientation to the placement site or learning new aspects of the position (considered “direct service”).
3. **Direct Service:** used for any time a member spends learning and performing the essential functions of the position, including time in the office, doing research, attending meetings, or conducting workshops or other outreach. Time used for group volunteer activities such as AmeriCorps Farm to School’s participation in Global Youth Service Day. Individual volunteer hours may also be recorded here with approval from the site supervisor and the Program Director, according to the provisions outlined in the Member Agreement.
4. **Direct Service-** **Incidental hours:** used to log any previously approved incidental hours by your host site supervisor and the AmeriCorps Program Manager.

E. The member understands that to be eligible to serve an additional term of service the member must receive satisfactory performance reviews for any previous term of service. The member’s eligibility for an additional term of service with this program will be based on at least a mid-term and end-of-term evaluation of the member’s performance focusing on factors such as whether the member has:

1. Completed the required number of hours;
2. Satisfactorily completed assignments, tasks, or projects;
3. Attended member training sessions and meetings; and
4. Met any other criteria that were clearly communicated both orally and in writing at the beginning of the term of service.

The member understands, however, that the mere eligibility for an additional term of service does not guarantee selection or placement.

**IV. BENEFITS**

A. The member will receive from the Program the following benefits:

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| --- | --- | --- | --- | --- |
| Status | Living Allowance | Health Insurance | Child Care | Education Award |
| Minimum time | $230.77 bi-weekly while the member is actively enrolled, for a maximum of $6,000.00 for 12 months | Not applicable to half-time members | Not applicable to half-time members | $2,907.50 |

The living allowance is taxable, and the Educational Award is also taxable, but only when it is actually used.

B. Upon successful completion of the member’s term of service, the member will receive an education award from the National Service Trust as described in the chart in section A above.

1. Prior to using the education award, the member agrees (in the event the member has not yet received a high school diploma or its equivalent including an alternative diploma or certificate for individuals with learning disabilities) to obtain a high school diploma or equivalent (unless the member is enrolled in an institution of higher education on an ability to benefit basis or the program has waived this requirement due to the results of the members educational assessment).
2. The member understands that his/her failure to disclose to the program any history of having been released for cause from another AmeriCorps program will render the member ineligible to receive the education award.

C. If the member has received forbearance on a qualified student loan during the term of service, the National Service Trust will repay a portion or all of the interest that accrued on the loan during the term of service.

D. Travel reimbursement will be given in accordance with applicable travel expense guidelines for State of Wisconsin employees. Only expenses pre-approved (centralized member training in August and Local Food Summit in January) by the Program Manager and properly submitted to the Department will be reimbursed by the state.

**V. RULES OF CONDUCT**

A. The member is expected to, at all times while acting in an official capacity as an AmeriCorps member:

1. Demonstrate mutual respect toward others;
2. Follow directions;
3. Direct concerns, problems, and suggestions to the Host Site Supervisor or the Program Manager;
4. Wear some item of AmeriCorps identification when serving at the service site, community service projects, and other official AmeriCorps activities or meetings such as the statewide events.

B. The member is expected to report when scheduled at the service site and other scheduled program activities, and:

1. If sick or otherwise unable to report, call the supervisor or the Program Manager, depending on the activity, in advance whenever possible in order for the absence to be excused;
2. If an absence is caused by an illness for more than three days then a written statement from a physician may need to be turned in; if an absence is due to an illness requiring an absence of more than a week, the member may be put in suspension for the duration of the illness, during which time the Living Allowance will not be paid and the member will not accumulate hours;
3. Call the site supervisor or Program Manager if unavoidably delayed.

**VI. PROHIBITED ACTIVITIES**

A. While charging time to the AmeriCorps Program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities, and the grantee may not use grant funds to support the following activities:

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship or engaging in any form of religious proselytization.
8. Providing a direct benefit to:
9. A business organized for profit;
10. A labor union;
11. A partisan political organization;
12. A nonprofit entity that fails to comply with the restrictions contained in section 501(c) (3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
13. An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
14. Conducting voter registration drive or using Corporation funds to conduct a voter registration drive;
15. Providing abortion services or referrals for receipt of such services; and
16. Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing volunteers for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

B. The Program or host site may not assign to you the following:

1. Activities that pose a significant risk to you or other participants;
2. Assignments that displace employees;

C. In addition, the following activities and conduct are prohibited by the Program:

1. Unauthorized tardiness; unauthorized absences;
2. Repeated use of inappropriate language (i.e. profanity) at a service site;
3. Failure to wear appropriate clothing to service assignments;
4. Stealing or lying;
5. Engaging in activity that may physically or emotionally damage other members of the program or people in the community;
6. Possessing or using any illegal drugs during the term of service;
7. Consuming alcoholic beverages during the performance of service activities;
8. Being under the influence of alcohol or any illegal drugs during the performance of service activities;
9. Failure to notify the program of any criminal arrest or conviction that occurs during terms of service;
10. Engage in any activity that is illegal under local, state or federal law; engage in activities that pose a significant safety risk to others;

D. For violating the above stated rules in section VI (A,B,C), the Program will do the following (except in cases where during the term of service the member has been charged with or convicted of a violent felony, possession, sale, or distribution of a controlled substance):

* **First offense:** A **verbal warning** will be issued for minor infractions and excessive failure to adhere to policies and procedures. A meeting will be held with the member’s site supervisor to discuss the problem. The site supervisor will communicate this to the AC Program Manager.
* **Second offense:** A **disciplinary report or written warning** will be issued. A meeting will be held between the member’s site supervisor and AmeriCorps manager to discuss the nature of the problems and to discuss an action plan for the member’s continued service. This action plan will be reviewed with the AmeriCorps member.
* **Third offense:** If a member receives a **second verbal or written warning**, he or she will meet with the AmeriCorps manager to discuss his or her continued service and whether suspension or **release** from the program is necessary.
* **Fourth offense:** the Program may **release** the member for cause.

E. The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (A), (B), and (C) of section VI of this agreement for committing certain acts during the term of service including but not limited to being convicted or charged with a violent felony, possession, sale, or distribution of a controlled substance. Members will be expected to adhere to all provisions of service in a drug-free workplace in accordance with the Drug-Free Workplace Act, 41 U.S. C 701 et seq., implementing regulations, 45 C.F. R. 2542.

**VII. NON-DUPLICATION AND NON-DISPLACEMENT**

A. Non-duplication: Member services providedmay not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

B. Non-displacement

* 1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
  2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
  3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
  4. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
  5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
     1. Will supplant the hiring of employed workers; or
     2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
  6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
     1. Presently employed worker;
     2. Employee who recently resigned or was discharged;
     3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
     4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
     5. Employee who is on strike or who is being locked out.

**VIII. FUNDRAISING**

A. Approved Member Activities. Members may raise funds directly in support of service activities that meet local, environmental, educational, public safety, homeland security or other human needs. Time spent on fundraising activities must not exceed 10% of service hours. Examples of fundraising activities members may perform include, but are not limited to the following:

1. Seeking donations of books from companies and individuals for a program in which volunteers tutor children to read.
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers.
3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals.
4. Securing financial resources from the community to assist a faith-based or community-based organization in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of the faith-based organization.
5. Seeking a donation from alumni of the program for specific service projects being performed by current members.

B. Prohibited Member Activities. A member’s service activities may not include the following:

1. Raising funds for his or her living allowance.
2. Raising funds for an organization’s operating expenses or endowment.
3. Writing grant applications for AmeriCorps funding or for any other funding provided by the Corporation for Nation and Community Service.
4. Writing grant applications for funding provided by any other federal agencies.

**IX. RELEASE FROM TERM OF SERVICE**

A. The member understands that he/she may be released for the following reasons:

1. for cause, as explained in paragraph (B) of this section; or
2. for compelling personal circumstances as defined in paragraph (C) of this section.

B. The Program will release the member for cause for the following reasons:

1. The member has dropped out of the program without obtaining a release for compelling personal circumstances from the appropriate program official;
2. During the term of service the member has been convicted of a violent felony or the sale or distribution of a controlled substance;
3. The member has committed a third or fourth offense in accordance with paragraph (D) of section VI of this agreement; or
4. Any other serious breach that, in the judgment of the program manager, would undermine the effectiveness of the Program.

C. The Program may release the member from the term of service due to compelling personal circumstances if:

1. The member has a serious injury or illness that makes completing the term impossible,
2. There is a serious injury, illness, or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member;
3. The member cannot finish the term of service due to military service obligations; or
4. Some other circumstance occurs that makes it impossible or very difficult for the member to complete the term of service and the Program deems that circumstance to be compelling.

D. The Program may suspend the member’s term of service for the following reasons:

1. During the term of service the member has been charged with a violent felony or the sale or distribution of a controlled substance. (If the member is found not guilty or the charge is dismissed, the member may resume his/her term of service. The member, however, will not receive back living allowances or credit for any service hours missed.)
2. During the term of service the member has been convicted of a first offense of possession of a controlled substance. (If, however, the member demonstrates that he/she has enrolled in an approved drug rehabilitation program, the member may resume his/her term of service. The member will not receive back living allowances or credit for any service hours missed.)
3. For receiving a third offense per Section D, Part V.
4. For not completing time sheets and failure to respond in a timely fashion to the Program Manager.

E. If the member discontinues his/her term of service for any reason other than a release for compelling personal circumstances as described in paragraph (C), the member will cease to receive the benefits described in paragraph (A) of section IV and will receive no portion of the education award or interest payments.

F. If the member discontinues his/her term of service due to compelling personal circumstances as described in paragraph (C) , he/she may receive a partial Education Award based on the number of hours served, but only if at least 15% of the required total hours have been served.

**X. GRIEVANCE PROCEDURES**

A. The member understands that the Project has a grievance procedure to resolve disputes concerning the member’s suspension, dismissal, and service evaluation or proposed service assignment.

B. The member understands that, as a participant of the Project, he/she may file a grievance in accordance with the Project’s grievance procedure below.

1. Alternative dispute resolution.
   1. The aggrieved party may seek resolution through alternative means of dispute resolution such as mediation and facilitation. Dispute resolution proceedings must be initiated within 45 calendar days from the date of the alleged occurrence. At the initial session of the dispute resolution proceedings, the party must be advised in writing of his or her right to file a grievance and right to arbitration. If the matter is resolved, and written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
   2. If mediation, facilitation, or other dispute resolution processes are selected, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed upon dispute resolution agreement, the proceeding must be confidential.
2. Grievance procedure for unresolved complaints. If the matter is not resolved within 30 calendar days from the date the informal dispute resolution process began, the neutral party must again inform the aggrieving party of his or her right to file a formal grievance. In the event an aggrieving party files a grievance, the neutral party may not participate in the formal complaint process. In addition, no communication or proceedings of the informal dispute resolution process may be referred to or introduced into evidence at the grievance and arbitration hearing. Any decision by the neutral party is advisory and is not binding unless both parties agree.
3. Time limitations. Except for a grievance that alleges fraud or criminal activity, a grievance must be made not later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such grievance must be made no later than 60 calendar days after the filing of the grievance.
4. Arbitration.
   1. Arbitrator:
      1. Joint selection by parties. If there is an adverse decision against the party who filed the grievance, or 60 calendar days after the filing of a grievance no decision has been reached, the filing party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and independent of the interested parties.
      2. Appointment by Corporation. If the parties cannot agree on an arbitrator within 15 calendar days after receiving a request from one of the grievance parties, the Corporation’s Chief Executive Officer will appoint an arbitrator from a list of qualified arbitrators.
   2. Time Limits:
      1. Proceedings. An arbitration proceeding must be held not later than 45 calendar days after the request for arbitration, or, if the arbitrator is appointed by the Chief Executive Officer, the proceeding must occur no later than 30 calendar days after the arbitrator’s appointment.
      2. Decision. A decision must be made by the arbitrator no later than 30 calendar days after the date the arbitration. The cost of the arbitration proceeding must be divided evenly between the parties to the arbitration. If, however, a participant, labor organization, or other interested individual prevails under a binding arbitration proceeding, the State or local applicant that is a party to the grievance must pay the total cost of the proceeding and the attorney’s fees of the prevailing party.
5. Suspension of placement. If a grievance is filed regarding a proposed placement of a participant in a program that receives assistance under this chapter, such placement must not be made unless that placement is consistent with the resolution of the grievance.
6. Remedies. Remedies for a grievance filed under the procedure established by a recipient of Corporation assistance may include:
   1. Prohibition of a placement of a participant, and
   2. In grievance cases where there is a violation of non-duplication or non-displacement requirements and the employer of the displaced employee is the recipient of Corporation assistance:
      1. Reinstatement of the employee to the position he or she held prior to the displacement;
      2. Payment of lost wages and benefits;
      3. Re-establishment of other relevant terms, conditions and privileges of employment, and
      4. Any other equitable relief that is necessary to correct any violation of the non-duplication or non-displacement requirements or to make the displaced employee whole.
7. Suspension or termination of assistance. The Corporation may suspend or terminate payments for assistance under this chapter.
8. Effect of non-compliance with arbitration. A suit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the parties’ citizenship.

**XI. POSITION DESCRIPTIONS**

**Nutrition Education Member**

**Member Duties:** Nutrition Education AmeriCorps Members will help teachers and school nutritionists by developing and implementing nutrition programs that will educate children about the benefits of making healthy eating choices. Members will assist with creating and implementing healthy food curricula including, school or community garden development, cooking in the classroom programs or field trips to farms, and work with schools to help implement wellness programs. Members will share information with other Members to create a statewide network; and provide data and information to be used in a best practices guide that can be used by other schools.

Members will also help develop strategies and build community stakeholders to make the program sustainable; collaborate on how best to bring healthy foods into schools; collect data and track program performance using measures such as the amount of local food purchased; attend training to support their roles; coordinate and facilitate local advisory committee meetings; and recruit and manage local volunteers.

Member will represent the AmeriCorps logo at all times while serving in their duties as an AmeriCorps. Members will report to the site supervisor and the Farm to School Program Director

**Terms:**

Work Schedule: Half-time (900 hours of service)

Length of Tour: 12 months

Age Minimum: 18 years

**Requirements:**

* Strong interpersonal and problem-solving skills in a team setting
* Strong verbal and written communication skills
* Passion for inspiring healthful eating among youth and for promoting local, sustainable agriculture
* Working knowledge of word processing and spreadsheet software and ability to efficiently navigate the internet
* Ability to work independently
* Ability to provide one’s own transportation for work purposes
* Possession of a valid Wisconsin Driver’s License
* Must be a U.S. Citizen, U.S. National, or lawful permanent resident alien

**Desired Qualifications:**

* Experience in education, nutrition, environmental science, or agriculture
* Experience working with youth in an educational setting
* Volunteer or paid experience with socially, economically and/or ethnically diverse populations
* Experience working with food service in schools, restaurants, or other institutions
* Experience working with farmers
* Skillful in establishing and maintaining professional work relationships
* Experience recruiting and managing volunteers

Education Requirement: High School Graduate/GED

**Community Outreach Member**

**Member Duties:** The community outreach members will serve as the main liaison between the schools and the community. They will educate food service directors about sourcing local, healthy foods for the school districts they serve and will create an action plan laying out the steps necessary to procure local food into their programs. They will also be responsible for recruiting and mobilizing volunteers to enhance and increase the capacity of the AC F2S program. This will include organizing a F2S Task Force within the school or community, recruiting farmers to present in the schools, organizing farm tours, and organizing snack preparation or food tastings. With the assistance of the site supervisors, they will create a data base of volunteers for sustained program efforts.

Members will be responsible for submitting timesheets on a biweekly basis and monthly reports which track program activities and volunteer mobilization efforts. Monthly reports will be submitted online. Both members will also be responsible for collecting data and disseminating evaluation tools which measure students' knowledge and attitudes toward fruits and vegetables.

Member will represent the AmeriCorps logo at all times while serving in their duties as an AmeriCorps Members will report to the site supervisor and the AmeriCorps Farm to School Program Manager.

**Terms:**

Work Schedule: Half-time (900 hours of service)

Length of Tour: 12 months

Age Minimum: 18 years

**Requirements:**

* Strong interpersonal and problem-solving skills in a team setting
* Strong verbal and written communication skills
* Passion for inspiring healthful eating among youth and for promoting local, sustainable agriculture
* Working knowledge of word processing and spreadsheet software and ability to efficiently navigate the internet
* Ability to work independently
* Ability to provide one’s own transportation for work purposes
* Possession of a valid Wisconsin Driver’s License
* Must be a U.S. Citizen, U.S. National, or lawful permanent resident alien

**Desired Qualifications:**

* Experience in education, nutrition, environmental science, or agriculture
* Experience working with food service in schools, restaurants, or other institutions
* Experience working with farmers
* Skillful in establishing and maintaining professional work relationships
* Experience recruiting and managing volunteers

Education Requirement: High School Graduate/GED

NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Member agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Member further agrees to take affirmative action to ensure equal employment opportunities. The Member agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

It is against the law for organizations that receive federal financial assistance from the Corporation of National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases religion. It is also unlawful to retaliate against any person who, or organization that files, a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

Office of Civil Rights and Inclusiveness

Corporation of National and Community Service

1201 New York Avenue, NW

Washington, DC 20525

1-800-833-3722 (TTY and reasonable accommodation line)

(202) 565-3465 (FAX); [eo@cns.gov](mailto:eo@cns.gov) (email)

**XII. AMENDMENTS TO THIS AGREEMENT**

This agreement may be changed or revised by written amendment signed by both parties.

**XIII. AUTHORIZATION**

The member and DPI hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement. (If the member is under the age of 18 years old, the member’s parent or legal guardian must also sign.)

**PERFORMANCE CONTRACT**

Copies of this Contract shall be provided to the signatory Parties.

**In Witness Whereof,**

The Department of Public Instruction has executed this Contract which, when executed by the Parties, shall bind all Parties to the terms thereof.

|  |  |  |
| --- | --- | --- |
| **Department of Public Instruction** |  | **Department of Public Instruction** |
|  |  |  |
| Authorized Signature |  | Authorized Signature |
|  |  |  |
| Name |  | Name |
| Assistant State Superintendent |  |  |
| Title |  | Title |
| Date |  | Date |

|  |
| --- |
| **AmeriCorps Member** |
|  |
| Signature |
|  |
| Name |
|  |
| Date |
| Parent or Legal Guardian  Signature, if under 18 |

**APPENDIX B:**

**DOA-3054: ADDITIONAL TERMS AND CONDITIONS**

**NEXT PAGE**

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials, or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statues regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker’s compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 
Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million ($1,000,000) per occurrence combined single limit for automobile liability and property damage.
 
The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, development disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. 

Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval.

Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin’s nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor’s becoming declared an “ineligible” contractor, termination of the contract, or withholding of payment.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that is will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOIVING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS: Upon the receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s/ 19.36(3), Wis. Stats. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state’s request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states’ taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
